

LEADERSHIP TRAINING AND FACILITATION SERVICES

The United States Agency for International Development (USAID) Mission to West Africa, Ghana located at #24, 4th Circular Road, Cantonments, and Accra is soliciting a performance based contract for specialized training and facilitation services of qualified institutions or contractors. The institutions/contractors shall demonstrate substantive knowledge of the subject matter and lead a high-quality staff training program on a variety of leadership training topics.

You are invited to submit a response to this solicitation for the service of a Leadership training facilitator. Responses must be received by the Government at the address listed on the RFQ Form no later date as stated in this solicitation

| | |
|----------------------|----------------------------|
| Solicitation Number: | SOL-624-16-00004 |
| Issue Date: | 02/10/2016 |
| Due Date: | TWO WEEKS |
| Time: | 4.00 P.M. ACCRA LOCAL TIME |
| Program Office: | REGIONAL EXECUTIVE OFFICE |
| Contracting Officer: | JANINE SCOTT |
| Contact Point: | Daniel Kissiedu |
| Phone: | 233-0302-741049 |
| Fax: | 233-0302-741365 |
| E-Mail: | dkissiedu@usaid.gov |
| Set Aside: | NONE |

PERTINENT SECTIONS OF RFQ

Offerors are encouraged to carefully read the entire Solicitation. However, in order of the project, pertinent sections of the solicitation have been linked below.

SEE SCOPE OF WORK ATTACHED

| | | | | | | | |
|--|--|------------------------------|---|--|-------------|--|---------------|
| REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER) | | | THIS RFQ <input type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE | | | PAGE OF PAGES 1 15 | |
| 1. REQUEST NO. SOL-624-16-00004 | | 2. DATE ISSUED 02/10/2016 | | 3. REQUISITION/PURCHASE REQUEST NO. | | 4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 | |
| 5A. ISSUED BY USAID/West Africa Regional Executive Office #24, 4 th Circular Road Cantonments, Accra, Ghana | | | | | | 6. DELIVER BY (Date) | |
| 5B. FOR INFORMATION CALL: (No collect calls) | | | | | | 7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule) | |
| NAME Daniel Kissiedu | | | | TELEPHONE NUMBER AREA CODE NUMBER 233-302-741049 | | 9. DESTINATION | |
| 8. TO: | | | | | | a. NAME OF CONSIGNEE | |
| a. NAME To Prospective Offerors | | | | b. COMPANY | | b. STREET ADDRESS | |
| c. STREET ADDRESS | | | | | | c. CITY | |
| d. CITY | | | | e. STATE | | f. ZIP CODE | |
| d. STATE | | | | e. ZIP CODE | | | |
| 10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE ON OR BEFORE CLOSE OF BUSINESS (Date) SEE TABLE ON PAGE 1. | | | IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any Representations and/or certifications attached to this Request for Quotations must be completed by the quoter. | | | | |
| 11. SCHEDULE (Include applicable Federal, State and local taxes) See CONTINUATION Page | | | | | | | |
| ITEM NO. (a) | SUPPLIES/SERVICES (b) | | | QUANTITY (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) |
| | The United States Agency for International Development (USAID) Mission to West Africa, Ghana located at #24, 4th Circular Road, Cantonments, and Accra is soliciting a performance based contract for specialized training and facilitation services of qualified institutions or contractors. The institutions/contractors shall demonstrate substantive knowledge of the subject matter and lead a high-quality staff training program on a variety of leadership training topics. | | | | | | |
| 12. | | a. 10 CALENDAR DAYS % | | b. 20 CALENDAR DAYS % | | c. 30 CALENDAR DAYS % | |
| | | | | | | d. CALENDAR DAYS NUMBER PERCENTAGE | |
| NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached. | | | | | | | |
| 13. NAME AND ADDRESS OF QUOTER | | | | 14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION | | 15. DATE OF QUOTATION | |
| a. NAME OF QUOTER | | | | | | | |
| b. STREET ADDRESS | | | | 16. SIGNER | | | |
| | | | | a. Name (Type or print) | | b. TELEPHONE | |
| c. COUNTY | | | | | | AREA CODE | |
| d. CITY | | e. STATE | | f. ZIP CODE | | c. TITLE (Type or print) | |
| | | | | | | NUMBER | |
| | | | | 2 | | | |

Scope of Work

1. INTRODUCTION

This solicitation seeks a Performance Based Contract for Specialized Training and Facilitation Services.

The United States Agency for International Development (USAID) Mission to West Africa, Ghana located at #24, 4th Circular Road, Cantonments, and Accra is soliciting a performance based contract for specialized training and facilitation services of qualified institutions or contractors. The institutions/contractors shall demonstrate substantive knowledge of the subject matter and lead a high-quality staff training program on a variety of leadership training topics.

The objective of the training is to build the capacity of USAID employees to inspire and take more skillful, adaptive actions in today's work environment. USAID envisions a three-tiered program for Junior, Middle, and Senior Management employees and staff from implementing partners that will constitute a customized and challenging learning experience to develop skills for the current and future leaders.

Furthermore, the USAID objective is to develop a partnership with local Ghanaian institutions/contractors for these services that may or may not wish to partner with international organizations. However, if an international organization is included in the training, a detailed phase out plan would be required to transfer knowledge and build the local capacity of the Ghanaian institutions/contractors.

Definition: Performance Based Contracting is a results-oriented contracting method that focuses on the outputs, quality, or outcomes that may tie at least a portion of a contractor's payment, contract extensions, or contract renewals to the achievement of specific, measurable performance standards and requirements. These contracts may include both monetary and non-monetary incentives and disincentives.

Note: for more information on this how this process works google Performance Based Contracting - web sites such as:

<http://americancityandcounty.com/resource-center/what-performance-based-contracting-really-means-procurement-goals>

STATEMENT OF OBJECTIVES (SOO)

1. Purpose, scope and mission

- USAID is seeking specialized training and facilitation services of qualified institutions/contractors. The institutions/contractors shall demonstrate substantive knowledge of the subject matter and lead a high quality staff training program on a variety of leadership training topics.

- The objective of the training is to build the capacity of USAID employees to inspire and take more skillful, adaptive action to lead in today's work environment.
- A three-tiered program for Junior, Middle, and Senior Management staff employees that will provide a customized and challenging learning experience that will serve to develop and maintain skills for current and future USAID leaders and partners.
- USAID seeks to develop a partnership with local Ghanaian institutions/contractors for these services that may or may not wish to partner with international organizations. However, if an international organization is included in the training proposal, a detailed phase out plan would be required to transfer the knowledge to build the local capacity of the Ghanaian institution within a period of 24 months.

2. Period and place of Performance

- Period of performance is multi-year up to a period of 10 years or as determined by USAID.
- USAID will provide a suitable training facility for the courses on all training dates. The training location will be in Accra, Ghana.
- All training materials are to be developed for USAID and partner organizations, including others organizations that are associated with USAID operations. Participants that attend all sessions of the programs will receive a certificate of completion for the program as well as complete a course evaluation.
- USAID will provide any and all administrative supply materials, including pens, paper, audiovisual equipment required by individual instructors, which include overhead projector, a screen, flipcharts, LCD monitor and laptops if needed.

3. Background

- USAID is seeking to provide opportunities for employees to excel in their work environment. With the assistance of a modern management skills training course that is designed to build the capacity of USAID employees at different levels, USAID will develop more skillful, adaptive employees in today's ever changing work environment. A three-tiered program for Junior, Middle, and Senior Management staff employees USAID can provide the necessary tools for a challenging learning experience to develop and maintain skills for the current and future USAID leaders and partners, including others organizations that are associated with USAID operations.
- Classes will consist of a maximum of no more than thirty (30) participants. The training participants have various backgrounds,

educational and cultural experiences; and are representative of the numerous functional areas in the organizations.

4. PERFORMANCE OBJECTIVES - requirements by institution/contractor

- **Instructor Qualifications**

Instructors must be highly qualified with specialized teaching and facilitation talents and capabilities to formulate and deliver high energy, learner centered, and solution-oriented, interactive training sessions.

Instructors must be trained in adult learning concepts and theories and able to stimulate participants, field content specific questions and have a demonstrated mastery teaching level to effectively lead employees on the subject topics that are being contracted.

- **Required Deliverables**

Training programs thoroughly planned in advance.

Instructional content (objectives/learning points)

Course materials, agenda, specifically designed group activities relevant to material content including scenarios and small group discussions.

Interactive and participatory exercises.

Visual aids (overheads, slides, power point and handouts)

- **Training Materials/Lesson Plans:**

The institution/contractor shall prepare a master copy of all workshop course materials and provide the USAID with an electronic copy for duplication no later than 30 days prior to the course being taught. USAID will duplicate all training materials.

The institution/contractor shall make revisions to its lesson plans (course outlines) if the material is determined by USAID to be inadequate or if there are changes in the curriculum based on course evaluations. While each instance of training will be based on the course descriptions, the institution/contractor will tailor the delivery of the various elements of the curriculum to meet the objectives of the participants.

To maximize program effectiveness, the institution/contractor shall incorporate a variety of delivery methods, lectures, interactive team actives, lessons learned policy and relevant information into the classes.

- **Materials:**

The master copy of the course materials shall be provided by the institution/contractor.

The institution/contractor shall prepare a master copy of all workshop course materials and provide the USAID with an electronic copy for duplication no later than 15 days prior to the course being taught. The institution/contractor will duplicate approved training materials for each class.

- **Additional information requested from the contractor(s):**

Price (50% - point value to the criteria in performance objectives)

Total (loaded) cost per participant for each course

Past Performance (25% - point value to the criteria in performance objectives)

Written evaluations or documentation of work performed.

CV of key instructors and experience in adult education (15% - point value to the criteria in performance objectives)

Clarity and responsiveness (10% - point value to the criteria in performance objectives)

References - at least 3 on contractor experience in this field of adult education.

PERFORMANCE WORK STATEMENT (PWS)

1. Junior Management Staff:

This first training module would be intended for junior-level employees who are new to their organization and are expected to move up within the organization. Expect the length of this training to be 1 to 2 weeks.

Topics that might be included in this module are:

Developing leadership potential

- Defining what it means to be a productive team member
- Examples of how effective teams work
- How to solicit outside or peer assessment of team competencies
- Identifying a good mentor
- What to look for in the mentor and basic coaching skills required
- Strategies for how to work with teams across organizational lines

2. Mid-Level Management Staff:

This second module would be for mid-level employees who supervise other employees and/or manage significant programs. The module should focus, *inter alia*, on leadership and management skill development, presentations skills, intercultural competencies, and effective one-on-one and group interactions. Expect the length of this training to be 1 to 2 weeks.

Topics that might be included in this module are:

- Context of Change or Change Management
- Explaining the difference between a manager and leader
- What it means to be an effective leader
- Gaining commitment with team members as a leader
- Empowering and motivating others in the organization
- Developing and demonstrating team credibility
- Harnessing and rewarding exceptional performance
- Ways to lead change within a team in an organization
- Techniques on how to speak with credibility
- Effectively using audio visual media to demonstrate how to enhance team participation in meetings and presentations

3. Senior-Level Management Staff:

This third and last module would be for more senior level managers who supervise other supervisors and are responsible for significant agency programs and resources. This module focuses on organizational communications, creativity in organizations, media skills, enhancing group commitment, leadership through teambuilding, and maximizing the use of feedback for enhanced leadership. The concept in this module might be based on examples, skill practice, video case studies, simulations, and discussions or other ideas the vendor would like to include. A much shorter course/time is envisioned for this as senior managers are assumed to possess many of the skills sets already. Expect the length of this training to be 3 to 5 days.

Topics that might be included in this module are:

- What Leadership means and doesn't - examples of great leaders
- Examples of how to effectively motivate all teams within organizations
- Award winning public speaking techniques
- Motivating organizational behavior
- Leading organizational change
- Identifying and living core values of the organization
- Strategies of how to lead across organizational lines

SUBMISSION INSTRUCTIONS

Late submissions, modifications, revisions, and withdrawals of offers.

1. Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

2.(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

C) If this solicitation is a request for proposals, it was the only proposal received.

ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

3. Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

4. If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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5. Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

6. The Government intends to evaluate offers and award a Purchase Order without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

7. The Government may accept any item or group of items of an offer, unless the offeror qualifies the quotation's specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

8. Please submit the original copy of your offer by courier to the following address no later than 4.00 p.m., local Ghana Time two weeks from date of publication to the following address, to the attention of Daniel Kissiedu:

EMS Courier Address:
USAID/West Africa
#24, 4th Circular Road,
Cantonments, Accra, Ghana

Telephone & Fax:
Tel: +233-0302-741-049

Electronic offers will be accepted and shall be submitted to the following e mail address; dkissiedu@usaid.gov

EVALUATION CRITERIA

EVALUATION OF OFFERS - Commercial Items

The Government will award a Purchase Order contract resulting from this solicitation to the responsible offeror whose quotation conforming to the

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solicitation will be most advantageous to the Government, price and other factors considered.

The following factors shall be used to evaluate the responses:

Price (50% - point value to the criteria in performance objectives)

Total (loaded) cost per participant for each course

Past Performance (25% - point value to the criteria in performance objectives)

Written evaluations or documentation of work performed.

CV of key instructors and experience in Adult Education (15% - point value to the criteria in performance objectives)

Clarity and responsiveness (10% - point value to the criteria in performance objectives)

ADDITIONAL PROVISIONS/TERMS AND CONDITIONS**A.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE**

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

| NUMBER | TITLE | DATE |
|-----------|---|----------|
| 52.204-7 | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)CENTRAL CONTRACTOR REGISTRATION OCT 2003 | OCT 2003 |
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | JAN 2006 |
| 52.222-42 | STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES FEDERAL HIRES | MAY 1989 |
| 52.222-47 | SERVICE CONTRACTS ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS | MAY 1989 |
| 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACTOR CLAIM | OCT 2004 |
| 52.237-1 | SITE VISIT | APR 1984 |
| 52.237-2 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION | APR 1984 |
| 52.243-1 | CHANGES--FIXED PRICE | AUG 1987 |
| 52.249-4 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) | MAY 2004 |
| | | |

A.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 518.

2) The small business size standard is _.

3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[] (i) Paragraph (c) apply. [] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause # | Title | Date | Change |
|--------------|-------|------|--------|
| | | | |
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

A.3 52.213-2 INVOICES (APR 1984)

The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state a) the starting and ending dates of the subscription delivery, and (b) either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

**A.4 52.213-4 TERMS AND CONDITIONS- SIMPLIFIED ACQUISITIONS
(OTHER THAN COMMERCIAL ITEMS) (FEB 2006)**

a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

1) The clauses listed below implement provisions of law or Executive order:

i) 52.222-3: Convict Labor (June 2003) (E.O. 11755).

ii) 52.222-21: Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

iii) 52.222-26: Equal Opportunity (Apr 2002) (E.O. 11246).

iv) 52.225-13: Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

v) 52.233-3: Protest after Award (Aug 1996) (31 U.S.C. 3553).

vi) 52.233-4: Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

2) Listed below are additional clauses that apply:

i) 52.232-1: Payments (Apr 1984).

ii) 52.232-8: Discounts for Prompt Payment (Feb 2002).

iii) 52.232-11: Extras (Apr 1984).

iv) 52.232-25: Prompt Payment (Oct 2003).

v) 52.233-1: Disputes (Jul 2002).

vi) 52.244-6: Subcontracts for Commercial Items (FEB 2006).

vii) 52.253-1: Computer Generated Forms (Jan 1991).

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b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

1) The clauses listed below implement provisions of law or Executive order:

i) 52.222-19: Child Labor-Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

ii) 52.222-35: Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

iii) 52.222-37: Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

iv) 52.223-5: Pollution Prevention and Right-to-Know Information (AUG 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

v) 52.225-1: Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

A) Is set aside for small business concerns; or

B) cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

vi) 52.232-33: Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

vii) 52.232-34: Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

viii) 52.247-64: Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).))

2) Listed below are additional clauses that may apply:

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i) 52.209-6: Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applies to contracts over \$25,000).

(ii) 52.211-17: Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

iii) 52.247-29: F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

iv) 52.247-34: F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

c) FAR 52.252-2: Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full

d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights--

1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the

contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

A.5 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.